



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Solicitation**

NUMBER
6612C034

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS 304-558-2402

VENDOR



**AMERICAN  
ROCK SALT™**

Mined with pride in the U.S.A.

P.O. Box 190 | Mt. Morris, NY 14510

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED
07/05/2012

BID OPENING DATE: 07/25/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	TN		775-45		
<p>SODIUM CHLORIDE</p> <p>OPEN-END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT FOR LABOR, MATERIALS, AND EQUIPMENT TO SUPPLY SODIUM CHLORIDE FOR USE IN SNOW REMOVAL AND ICE CONTROL PER THE ATTACHED SPECIFICATIONS.</p> <p>BACKGROUND CHECK: IN ACCORDANCE WITH W. VA. CODE 15-2D-3, THE DIRECTOR OF THE DIVISION OF PROTECTIVE SERVICES MAY REQUIRE ANY SERVICE PROVIDER WHOSE EMPLOYEES ARE REGULARLY EMPLOYED ON THE GROUNDS OR IN THE BUILDINGS OF THE CAPITOL COMPLEX OR WHO HAVE ACCESS TO SENSITIVE OR CRITICAL INFORMATION TO SUBMIT TO A FINGERPRINT-BASED STATE AND FEDERAL BACKGROUND INQUIRY THROUGH THE STATE REPOSITORY.</p> <p>AFTER THE CONTRACT FOR SUCH SERVICES HAS BEEN APPROVED, BUT BEFORE ANY SUCH EMPLOYEES ARE PERMITTED TO BE ON THE GROUNDS OR IN THE BUILDINGS OF THE CAPITOL COMPLEX OR HAVE ACCESS TO SENSITIVE OR CRITICAL INFORMATION, THE SERVICE PROVIDER SHALL SUBMIT A LIST OF ALL PERSONS WHO WILL BE PHYSICALLY PRESENT AND WORKING AT THE CAPITOL COMPLEX TO THE DIRECTOR OF THE DIVISION OF PROTECTIVE SERVICES FOR PURPOSES OF VERIFYING COMPLIANCE WITH THIS PROVISION.</p>						

RECEIVED  
 2012 JUL 24 AM 10:34  
 WV PURCHASING  
 DIVISION

SIGNATURE <i>Jamie A McClain</i>	TELEPHONE (888) 762-7258	DATE July 23, 2012
TITLE Marketing Manager	FEIN 16-1516458	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Solicitation**

NUMBER
6612C034

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS 304-558-2402

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED
07/05/2012

BID OPENING DATE: 07/25/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE STATE RESERVES THE RIGHT TO PROHIBIT A SERVICE PROVIDER'S EMPLOYEES FROM ACCESSING SENSITIVE OR CRITICAL INFORMATION OR TO BE PRESENT AT THE CAPITOL COMPLEX BASED UPON RESULTS ADDRESSED FROM A CRIMINAL BACKGROUND CHECK.						
***** THIS IS THE END OF RFQ 6612C034 ***** TOTAL: _____						

SIGNATURE <i>Jamie A McClain</i>	TELEPHONE (888) 762-7258	DATE July 23, 2012
TITLE Marketing Manager	FEIN 16-1516458	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: 07/23/2012

Submit Questions to:

Alan Cummings  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: Alan.W.Cummings@WV.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
P.O. Box 50130,  
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: \_\_\_\_\_

SOLICITATION NO.: \_\_\_\_\_

BID OPENING DATE: \_\_\_\_\_

BID OPENING TIME: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:        Technical  
                       Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

**Bid Opening Date and Time:**            07/25/2012 - 1:30 P.M.

**Bid Opening Location:**                    Department of Administration, Purchasing Division  
     2019 Washington Street East  
     P.O. Box 50130,  
     Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

| **Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_  
and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- | **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.
- | **One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- | **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- | ✓ | **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
  - | | **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - | | **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - | | **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- | | **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.



- | | **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- | | **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- | | **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- | | **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- | | **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

- | | **Commercial General Liability Insurance:**  
or more.
- | | **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
- | |
- | |
- | |
- | |
- | |
- | |

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

| | **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[ | ]

[ | ]

[ | ]

[ | ]

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount 2% of the contract total for delivery delays. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMAN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, woman-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
39. **CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. **LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- [    ] Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.



- | | Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services may require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

**52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

**Contractor's Name:** \_\_\_\_\_

**Contractor's License No.** \_\_\_\_\_

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts will be governed by the AIA A101-2007 and A201-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor

- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
  - iv. Notation that no subcontractors will be used if the bidder will perform the work
- d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i. The subcontractor listed in the original bid has filed for bankruptcy;
  - ii. The subcontractor in the original bid has been debarred or suspended; or
  - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts Only)**

1. **PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
2. **PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda:
  - a. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
3. **PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
4. **AIA DOCUMENTS:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

American Rock Salt Co., LLC  
(Company)

Jamie A. McClain  
(Representative Name, Title) Jamie A. McClain - Marketing Manager

(888) 762-7258 / (585) 243-7676  
(Contact Phone/Fax Number)

July 23, 2012  
(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: 6612C034**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

American Rock Salt Co., LLC

Company

*Jamie A. McClain*

Authorized Signature

Jamie A. McClain - Marketing Manager

July 23, 2012

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

1. SPECIFICATIONS

RFQ#6612C034

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2010 as modified by the January 1, 2011 and the January 1, 2012 Supplemental Specifications shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2 and 109.20.

The requirements of the West Virginia Department of Transportation, Division of Highways, Standard Specifications Section 109.20, PRICE ADJUSTMENT FOR LOAD LIMIT VIOLATIONS shall apply to all material supplied under this contract. This will include material loaded by the vendor into Division of Highways owned and/or rented trucks.

The terms "Contractor" and "Vendor" used in the above specifications of this contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2010 as modified by the January 1, 2011 and the January 1, 2012 Supplemental Specifications may be obtained from:

West Virginia Division of Highways  
Contract Administration  
Building 5, Room 722  
1900 Kanawha Blvd., East  
Charleston, West Virginia 25305  
Phone: 304-558-2885

<http://www.transportation.wv.gov/highways/contractadmin/specifications/2010StandSpec/Pages/default.aspx>

Sodium Chloride shall conform to the requirements of ASTM D632-83 and Type I, Grade 1 and shall be delivered in bulk.

2. SCOPE OF WORK

The purpose of this contract is to provide for the delivery of Sodium Chloride to the various locations listed in Section 12, Bid Schedule. Actual quantities to be delivered to each location will be specified in an Agency Release, which will be issued by the Division of Highways at the time delivery is required. This contract shall become effective upon award and extends until May 31, 2013. This is not a twelve (12) month contract.

3. ACCEPTANCE AND DELIVERY GUARANTEE

The Division of Highways guarantees acceptance of 80% of the total estimated quantity awarded to an individual vendor. However, conditions may dictate adjustment of the actual quantities delivered to specified sites.

The Vendor shall guarantee delivery, as requested by the Division of Highways, of 120% of the total estimated quantity awarded to that vendor. Quantities purchased F.O.B. Vendor's Storage Site will not be included in the



acceptance and delivery guarantee. All guaranteed deliveries shall be completed prior to March 15, 2013.

#### 4. BIDDING INSTRUCTIONS

Vendors submitting bids for a specific county shall bid all of that county's locations at one unit price per county, for the county sites listed in Section 12, Bid Schedule. This shall apply to the listed Interstate and Corridor sites as well.

Any qualification of bids or any modification of the specifications or conditions governing the bids by the vendor may be cause for their rejection.

#### 5. CONTRACT AWARD

All qualified Vendors who submit a valid bid for "FOB Division's Storage Site", Section 12, Bid Schedule will be awarded a contract for those county locations for which their bid is low.

All qualified Vendors who submit a valid bid for "FOB Vendor's Storage Site", in Section 13, Bid Schedule will be awarded a contract for this item.

#### 6. DELIVERY

An Agency Release for delivery to Division of Highways Storage Sites, Section 12, Bid Schedule, will be issued to the awarded Vendor at the time delivery is needed. There is no typical or average order size. A spreadsheet is attached identifying Division of Highways' Storage Sites which provides site addresses and on-site contact information.

When an Agency Release is issued to an awarded Vendor, from December 1, 2012 through March 15, 2013, a delivery date of four (4) working days shall be established by the Division of Highways and provided on the Agency Release; however, the Division of Highways shall have the option of accepting an alternative delivery schedule provided by the awarded Vendor which shall be established at the time of the Agency Release.

An initial delivery must be made on the established delivery date with delivery completely filled within ten (10) working days. The first day of the four (4) working days will be considered 12:01 AM the morning (working day) following the issue of the Agency Release.

Inability to Deliver: If delivery has not been received at the Division of Highways site after five (5) working days and an alternative delivery schedule has not been established for this delivery, the Division of Highways, Central Office, reserves the right to cancel the Agency Release and proceed to obtain the required quantity of Sodium Chloride from an alternate economical source.

At the discretion of the Division of Highways, the first alternate economical source shall be the next low bidder, if that bidder has availability; or secondly, may obtain pricing on the Open Market.

The quantity, required to fulfill the canceled Agency Release obtained through an alternate source, whether by the next low bidder or the Open Market, will be deducted from the awarded Vendor's 80% guaranteed minimum quantity.

If the alternate economical source chosen to fulfill this request is a Vendor which has also been awarded a contract for other Division of Highways storage sites, this quantity shall be included in that Vendor's 80% guaranteed minimum quantity.

The Division of Highways reserves the right to invoice the awarded Vendor the difference in cost from the awarded Vendor's price and the alternate obtained source's price. In addition to the difference in cost, the Division of Highways may include, but not limited to, any additional transportation charges associated with this delivery to fulfill the need of the canceled Agency Release.

Original delivery tickets for each delivered load to the Division of Highways' storage sites must be signed and retained by a Division of Highways employee at the delivery location.

#### 7. SAMPLING AND TESTING

Upon award of contract, the Vendor shall provide the Division of Highways with the proposed source of supply. Acceptance shall be based on suppliers' certification of quality and gradation. This information shall be directed to:

West Virginia Division of Highways  
Materials Division  
190 Dry Branch Road  
Charleston, West Virginia 25306  
Phone Number 304-558-3175

The Division of Highways may conduct sampling and testing to verify material quality or gradation.

#### 8. WEIGHING MATERIALS DELIVERED BY TRUCK

Material delivered by truck shall be weighed in accordance with Section 308.5 of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges adopted 2010 as modified by the January 1, 2011 and the January 1, 2012 Supplemental Specifications.

#### 9. VENDOR'S INVOICES

Vendors are encouraged to utilize a paperless invoice process submitting the following information via e-mail to the Division of Highways ordering locations:

- a) All weight ticket numbers for material delivered during the invoicing period.
- b) Division of Highways' Agency Release number and this contract number.
- c) Total quantity and unit price with the total cost of each type of material furnished.  
(Total quantity invoiced shall be scale weights supported by weight tickets).

NOTE: Under no circumstance will the Division of Highways accept or pay for quantities of materials in excess of the quantity stated on the Agency Release.

10. PURCHASING CARD ACCEPTANCE

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued through a bank. The successful vendors must accept the State of West Virginia VISA Purchasing Card for payment of all orders placed by any State agency as a condition of award.

Vendor shall bid all of a County's locations at one unit price per County.  
Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County"  
by the "Unit Cost Per Ton"

Delivery: F.O.B. WV Division of Highways Storage Site

DISTRICT 1

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Boone	Clinton @ WV85	800	No Bid	
Boone	Rock Creek	1,200		
Boone	Seth	800		
Boone	<b>Total Estimated Quantity for County</b>	<b>2,800</b>		
Clay	Widen Road & CR 11	1,000	No Bid	
Clay	Maysel	100		
Clay	<b>Total Estimated Quantity for County</b>	<b>1,100</b>		
Kanawha	Chelyan	1,300	No Bid	
Kanawha	Elkview	1,200		
Kanawha	North Charleston	100		
Kanawha	St. Albans	100		
Kanawha	I-64 @ Scary Creek	100		
Kanawha	I-64 @ Rt. 119 and Penn. Avenue	1,000		
Kanawha	I-77 @ Sissonville	1,200		
Kanawha	I-79 @ Amma	1,200		
Kanawha	Corridor G @ Alum Creek	1,000		
Kanawha	<b>Total Estimated Quantity for County</b>	<b>7,200</b>		
Mason	Pt. Pleasant	100		
Mason	<b>Total Estimated Quantity for County</b>	<b>100</b>		
Putnam	Red House	100	No Bid	
Putnam	Hurricane @ Rt. 34	100		
Putnam	US 35	100		
Putnam	<b>Total Estimated Quantity for County</b>	<b>300</b>		
Estimated Tons per District		11,500		

\*Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown below in the Bid Schedule while meeting the 80% minimum or the 120% maximum.

**Vendor shall bid all of a County's locations at one unit price per County.  
Unit of Measure shall be PER TON for all locations.**

**Extended Cost is calculated by multiplying "Total Estimated Quantity for County"  
by the "Unit Cost Per Ton"**

Delivery: F.O.B. WV Division of Highways Storage Site

DISTRICT 2

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Cabell	Barboursville	100		
Cabell	I-64 @ Huntington	100		
Cabell	<b>Total Estimated Quantity for County</b>	<b>200</b>	No Bid	
Lincoln	West Hamlin	1,000		
Lincoln	Yawkey	800		
Lincoln	Harts	500		
Lincoln	<b>Total Estimated Quantity for County</b>	<b>2,300</b>	No Bid	
Logan	Corridor G @ Chapmanville	1,000		
Logan	Wilkinson	1,500		
Logan	Man	1,000		
Logan	<b>Total Estimated Quantity for County</b>	<b>3,500</b>	No Bid	
Mingo	Corridor G @ Miller's Creek	1,200		
Mingo	Mingo County @ Miller's Creek	1,000		
Mingo	Gilbert	500		
Mingo	<b>Total Estimated Quantity for County</b>	<b>2,700</b>	No Bid	
Wayne	Pritchard	100		
Wayne	Wayne	1,000		
Wayne	Crum	500		
Wayne	<b>Total Estimated Quantity for County</b>	<b>1,600</b>	No Bid	
<b>Estimated Tons per District</b>		<b>10,300</b>		

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**Vendor shall bid all of a County's locations at one unit price per County.  
Unit of Measure shall be PER TON for all locations.**

**Extended Cost is calculated by multiplying "Total Estimated Quantity for County"  
by the "Unit Cost Per Ton"**

Delivery: F.O.B. WV Division of Highways Storage Site

DISTRICT 3

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Calhoun	Millstone	1,000		
Calhoun	<b>Total Estimated Quantity for County</b>	<b>1,000</b>	No Bid	
Jackson	Ripley	1,000		
Jackson	I-77 @ Medina	0		
Jackson	<b>Total Estimated Quantity for County</b>	<b>1,000</b>	No Bid	
Pleasants	Belmont	500		
Pleasants	<b>Total Estimated Quantity for County</b>	<b>500</b>	No Bid	
Ritchie	APD Pennsboro	0		
Ritchie	Ellenboro	1,000		
Ritchie	Corridor D @ Nutter Farm	500		
Ritchie	Smithville	100		
Ritchie	<b>Total Estimated Quantity for County</b>	<b>1,600</b>	No Bid	
Roane	Lefthand @ WV 36	100		
Roane	Amber Hill @ US 119	100		
Roane	Spencer	500		
Roane	<b>Total Estimated Quantity for County</b>	<b>700</b>	No Bid	
Wirt	Elizabeth	1,000		
Wirt	<b>Total Estimated Quantity for County</b>	<b>1,000</b>	No Bid	
Wood	Parkersburg @ Rt. 95S	100		
Wood	I-77 @ Parkersburg	100		
Wood	Corridor D @ Riverhill	100		
Wood	<b>Total Estimated Quantity for County</b>	<b>300</b>	No Bid	
Estimated Tons per District		6,100		

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**Vendor shall bid all of a County's locations at one unit price per County.  
Unit of Measure shall be PER TON for all locations.**

**Extended Cost is calculated by multiplying "Total Estimated Quantity for County"  
by the "Unit Cost Per Ton"**

Delivery: F.O.B. WV Division of Highways Storage Site

DISTRICT 4

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Doddridge	Smithburg	800		
Doddridge	<b>Total Estimated Quantity for County</b>	<b>800</b>	No Bid	
Harrison	Gore	2,500		
Harrison	Saltwell	0		
Harrison	I-79 @ Lost Creek	1,400		
Harrison	APD 50 @ Tunnel Hill	1,300		
Harrison	<b>Total Estimated Quantity for County</b>	<b>5,200</b>	72.88	\$ 378,976.00
Marion	Fairmont	1,000		
Marion	Mannington	500		
Marion	<b>Total Estimated Quantity for County</b>	<b>1,500</b>	71.69	\$ 107,535.00
Monongalia	I-79 @ Goshen Road	1,400		
Monongalia	Ridgedale	2,000		
Monongalia	Pentress	400		
Monongalia	<b>Total Estimated Quantity for County</b>	<b>3,800</b>	No Bid	
Preston	Bruceton Mills	1,500		
Preston	Albright	500		
Preston	Terra Alta	200		
Preston	Fellowsville	200		
Preston	Aurora	200		
Preston	I-68 @ Cooper's Rock	2,500		
Preston	<b>Total Estimated Quantity for County</b>	<b>5,100</b>	64.01	\$ 326,451.00
Taylor	Fetterman/Prunytown	1,000		
Taylor	<b>Total Estimated Quantity for County</b>	<b>1,000</b>	67.72	\$ 67,720.00
Estimated Tons per District		17,400		

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**Vendor shall bid all of a County's locations at one unit price per County.  
Unit of Measure shall be PER TON for all locations.**

**Extended Cost is calculated by multiplying "Total Estimated Quantity for County"  
by the "Unit Cost Per Ton"**

Delivery: F.O.B. WV Division of Highways Storage Site  
DISTRICT 5

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Berkeley	I-81 @ Martinsburg	100		
Berkeley	I-81 @ Exit 8	0		
Berkeley	<b>Total Estimated Quantity for County</b>	<b>100</b>	<b>76.79</b>	<b>\$ 7,679.00</b>
Grant	Petersburg	400		
Grant	Mt. Storm	1,000		
Grant	Corridor H @ Knobley Road	100		
Grant	<b>Total Estimated Quantity for County</b>	<b>1,500</b>	<b>75.24</b>	<b>\$ 112,860.00</b>
Hampshire	Romney	500		
Hampshire	Capon Bridge	500		
Hampshire	Slanesville	500		
Hampshire	<b>Total Estimated Quantity for County</b>	<b>1,500</b>	<b>74.93</b>	<b>\$ 112,395.00</b>
Hardy	Moorefield	1,000		
Hardy	Baker	500		
Hardy	<b>Total Estimated Quantity for County</b>	<b>1,500</b>	<b>77.45</b>	<b>\$ 116,175.00</b>
Jefferson	Charles Town	100		
Jefferson	Charles Town - New Shed	0		
Jefferson	<b>Total Estimated Quantity for County</b>	<b>100</b>	No Bid	
Mineral	New Creek	500		
Mineral	Sky Line	500		
Mineral	Short Gap	200		
Mineral	District Headquarters	0		
Mineral	<b>Total Estimated Quantity for County</b>	<b>1,200</b>	<b>72.55</b>	<b>\$ 87,060.00</b>
Morgan	Berkeley Springs	500		
Morgan	Largent	200		
Morgan	<b>Total Estimated Quantity for County</b>	<b>700</b>	<b>70.85</b>	<b>\$ 49,595.00</b>
Estimated Tons per District		6,600		

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**Vendor shall bid all of a County's locations at one unit price per County.  
Unit of Measure shall be PER TON for all locations.**

**Extended Cost is calculated by multiplying "Total Estimated Quantity for County"  
by the "Unit Cost Per Ton"**

Delivery: F.O.B. WV Division of Highways Storage Site

DISTRICT 6

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Brooke	Wellsburg	1,500		
Brooke	Weirton	1,000		
Brooke	<b>Total Estimated Quantity for County</b>	<b>2,500</b>	<b>64.33</b>	<b>\$ 160,825.00</b>
Hancock	New Manchester	1,500		
Hancock	<b>Total Estimated Quantity for County</b>	<b>1,500</b>	No Bid	
Marshall	Glen Dale	2,500		
Marshall	Cameron	1,500		
Marshall	<b>Total Estimated Quantity for County</b>	<b>4,000</b>	No Bid	
Ohio	Triadelphia	2,500		
Ohio	I-70 @ Triadelphia	1,500		
Ohio	<b>Total Estimated Quantity for County</b>	<b>4,000</b>	<b>63.15</b>	<b>\$ 252,600.00</b>
Tyler	Sistersville	500		
Tyler	Centerville	500		
Tyler	<b>Total Estimated Quantity for County</b>	<b>1,000</b>	No Bid	
Wetzel	New Martinsville	100		
Wetzel	Pine Grove	100		
Wetzel	Hundred	1,000		
Wetzel	<b>Total Estimated Quantity for County</b>	<b>1,200</b>	No Bid	
<b>Estimated Tons per District</b>		<b>14,200</b>		

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Vendor shall bid all of a County's locations at one unit price per County.  
Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County"  
by the "Unit Cost Per Ton"

Delivery: F.O.B. WV Division of Highways Storage Site

DISTRICT 7

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Barbour	Phillipi	1,000		
Barbour	Belington	1,000		
Barbour	<b>Total Estimated Quantity for County</b>	<b>2,000</b>	73.13	\$ 146,260.00
Braxton	Gassaway	1,500		
Braxton	Heaters	1,500		
Braxton	I-79 @ Coon Knob	1,500		
Braxton	I-79 @ Burnsville	1,500		
Braxton	<b>Total Estimated Quantity for County</b>	<b>6,000</b>	No Bid	
Gilmer	Glenville	1,500		
Gilmer	<b>Total Estimated Quantity for County</b>	<b>1,500</b>	No Bid	
Lewis	Weston (Ben Dale)	1,500		
Lewis	Corridor H @ Mudlick	500		
Lewis	<b>Total Estimated Quantity for County</b>	<b>2,000</b>	No Bid	
Upshur	Clow Lot @ Buckhannon	600		
Upshur	Tennerton	100		
Upshur	Kanawha Head	500		
Upshur	<b>Total Estimated Quantity for County</b>	<b>1,200</b>	No Bid	
Webster	Cherry Falls	1,000		
Webster	Cowen	1,000		
Webster	Hacker Valley	300		
Webster	<b>Total Estimated Quantity for County</b>	<b>2,300</b>	No Bid	
<b>Estimated Tons per District</b>		<b>15,000</b>		

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**Vendor shall bid all of a County's locations at one unit price per County.  
Unit of Measure shall be PER TON for all locations.**

**Extended Cost is calculated by multiplying "Total Estimated Quantity for County"  
by the "Unit Cost Per Ton"**

Delivery: F.O.B. WV Division of Highways Storage Site

DISTRICT 8

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Pendleton	Franklin, 220 North	1,000		
Pendleton	Judy Gap	500		
Pendleton	Brandywine	200		
Pendleton	Onego	200		
Pendleton	Franklin, 220 South	100		
Pendleton	<b>Total Estimated Quantity for County</b>	<b>2,000</b>		
Pocahontas	Marlinton	500		
Pocahontas	Seebert	500		
Pocahontas	Greenbank	500		
Pocahontas	Bartow (Thornwood)	500		
Pocahontas	Snowshoe	500		
Pocahontas	Slaty Fork	500		
Pocahontas	<b>Total Estimated Quantity for County</b>	<b>3,000</b>		
Randolph	Elkins	100		
Randolph	Harman	1,000		
Randolph	Coalton	1,000		
Randolph	Valley Head	500		
Randolph	Mill Creek	1,000		
Randolph	Pickens	100		
Randolph	Corridor H Lot @ Elkins	100		
Randolph	<b>Total Estimated Quantity for County</b>	<b>3,800</b>		
Tucker	Parsons	500		
Tucker	Thomas	500		
Tucker	<b>Total Estimated Quantity for County</b>	<b>1,000</b>		
Estimated Tons per District		9,800		

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**Vendor shall bid all of a County's locations at one unit price per County.  
Unit of Measure shall be PER TON for all locations.**

**Extended Cost is calculated by multiplying "Total Estimated Quantity for County"  
by the "Unit Cost Per Ton"**

Delivery: F.O.B. WV Division of Highways Storage Site

DISTRICT 9

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Fayette	Oak Hill	3,200		
Fayette	Lockout	0		
Fayette	Falls View	100		
Fayette	<b>Total Estimated Quantity for County</b>	<b>3,300</b>	No Bid	
Greenbrier	Lewisburg	1,000		
Greenbrier	Crawley	1,500		
Greenbrier	I-64 @ Hart's Run	500		
Greenbrier	<b>Total Estimated Quantity for County</b>	<b>3,000</b>	No Bid	
Monroe	Union	500		
Monroe	Peterstown	400		
Monroe	<b>Total Estimated Quantity for County</b>	<b>900</b>	No Bid	
Nicholas	Summersville	1,000		
Nicholas	Curtin	800		
Nicholas	Corridor L @ Muddlety	1,500		
Nicholas	<b>Total Estimated Quantity for County</b>	<b>3,300</b>	No Bid	
Summers	Hinton	1,000		
Summers	<b>Total Estimated Quantity for County</b>	<b>1,000</b>	No Bid	
Estimated Tons per District		11,500		

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**Vendor shall bid all of a County's locations at one unit price per County.  
Unit of Measure shall be PER TON for all locations.**

**Extended Cost is calculated by multiplying "Total Estimated Quantity for County"  
by the "Unit Cost Per Ton"**

Delivery: F.O.B. WV Division of Highways Storage Site

DISTRICT 10

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
McDowell	Havaco	1,500		
McDowell	Yukon	400		
McDowell	Johnnycake Mountain	200		
McDowell	Raysel	300		
McDowell	<b>Total Estimated Quantity for County</b>	<b>2,400</b>	No Bid	
Mercer	Princeton @ WV 20	2,000		
Mercer	Flat Top	300		
Mercer	I-77 @ Princeton	2,000		
Mercer	<b>Total Estimated Quantity for County</b>	<b>4,300</b>	No Bid	
Raleigh	Skelton	1,200		
Raleigh	Bolt	300		
Raleigh	I-64 @ Bragg	100		
Raleigh	<b>Total Estimated Quantity for County</b>	<b>1,600</b>	No Bid	
Wyoming	Pineville	1,800		
Wyoming	Still Run	600		
Wyoming	Hanover	100		
Wyoming	<b>Total Estimated Quantity for County</b>	<b>2,500</b>	No Bid	
Estimated Tons per District		10,800		

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12.

BID SCHEDULE - Sodium Chloride

6612C034

Vendor shall bid all of a County's locations at one unit price per County.  
Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County"  
by the "Unit Cost Per Ton"

Delivery: F.O.B. WV Division of Highways Storage Site

WV Turnpike

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Kanawha	Chelyan	0		
Kanawha	Standard	1,500		
Kanawha	<b>Total Estimated Quantity for County</b>	<b>1,500</b>	No Bid	
Mercer	Princeton	1,500		
Mercer	<b>Total Estimated Quantity for County</b>	<b>1,500</b>	No Bid	
Raleigh	Beckley	4,500		
Raleigh	Ghent	2,500		
Raleigh	<b>Total Estimated Quantity for County</b>	<b>7,000</b>	No Bid	
Estimated Tons per WV Turnpike		10,000		

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13. BID SCHEDULE - Sodium Chloride

6612C034

F.O.B. Vendor's Storage Site

Location of Storage Site		Cost Per Ton*
Belle Vernon, PA		\$65.00/Tons

\*Bid price shall include cost of vendor loading District's trucks.

District 1

Sodium Chloride

6612C034

## STORAGE SITE ADDRESSES AND CONTACT INFORMATION

Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone Number Contact Email Address
Boone	Clinton @ WV85	WV 85 above Van Wharton, WV 25208	203 DOH Garage Road Danville, WV 25053	Keither Baisden	304-369-7809 keither.r.baisden@wv.gov
Boone	Rock Creek	203 DOH Garage Road Danville, WV 25053	203 DOH Garage Road Danville, WV 25053	Keither Baisden	304-369-7809 keither.r.baisden@wv.gov
Boone	Seth	9288 Coal River Road Seth, WV 25181	203 DOH Garage Road Danville, WV 25053	Keither Baisden	304-369-7809 keither.r.baisden@wv.gov
Clay	Widen Road & CR 11	4476 Triplett Ridge Road Clay, WV 25043	4476 Triplett Ridge Road Clay, WV 25043	Clark Samples	304-587-4241 clark.h.samples@wv.gov
Clay	Maysel	Rt 4 Maysel, WV 25133	4476 Triplett Ridge Road Clay, WV 25043	Clark Samples	304-587-4241 clark.h.samples@wv.gov
Kanawha	Chelyan	14987 MacCorkle Ave Cabin Creek, WV 25035	1334 Smith Street Charleston, WV 25301	Ronald Lawrence	304-558-3010 ronald.lawrence@wv.gov
Kanawha	Elkview	115 Frame Road Elkview, WV 25071	115 Frame Road Elkview, WV 25071	David Fisher	304-558-9155 david.c.fisher@wv.gov
Kanawha	North Charleston	2800 W. Washington Charleston, WV 25387	2800 W. Washington Charleston, WV 25387	David Harper	304-744-3050 david.w.harper@wv.gov
Kanawha	St. Albans	2334 MacCorkle Ave St Albans, WV 25177	2334 MacCorkle Ave St. Albans, WV 25177	Barbara Engelhardt	304-722-0621 barbara.j.engelhardt@wv.gov
Kanawha	I-64 @ Scary Creek	704 Winfield Road St. Albans, WV 25177	704 Winfield Road St. Albans, WV 25177	Rick Hazlewood	304-759-0713 rick.e.hazlewood@wv.gov
Kanawha	I-64 @ Rt. 119 and Penn. Avenue	2266 Pennsylvania Ave Charleston, WV 25302	2266 Pennsylvania Ave Charleston, WV 25302	Chuck Ward	304-342-2520 charles.e.ward@wv.gov
Kanawha	I-77 @ Sissonville	36 Allen Fork Road Sissonville, WV 25320	36 Allen Fork Road Sissonville, WV 25320	Stanley King	304-988-3241 stanley.w.king@wv.gov
Kanawha	I-79 @ Amma	3134 Amma Road Amma, WV 25005	3134 Amma Road Amma, WV 25005	Kenny Miller	304-565-9801 kenny.a.miller@wv.gov
Kanawha	Corridor G @ Alum Creek	401 Champion Drive South Charleston, WV 25309	401 Champion Drive South Charleston, WV 25309	Robert Atkins	304-756-3634 robert.atkins@wv.gov
Mason	Pt. Pleasant	2702 Jackson Ave Point Pleasant, WV 25550	2702 Jackson Ave Point Pleasant, WV 25550	Chris Shaffer	304-675-0853 chris.b.shaffer@wv.gov
Putnam	Red House	Route 62 Box 2 Red House, WV 25168	3526 Teays Valley Road Hurricane, WV 25526	Eddie Smithers	304-586-2023 james.e.smithers@wv.gov
Putnam	Hurricane @ Rt. 34	3256 Teays Valley Road Hurricane, WV 25526	3256 Teays Valley Road Hurricane, WV 25526	Eddie Smithers	304-586-2023 james.e.smithers@wv.gov
Putnam	US 35	US 35 Lat 38 34' 39.71"N Longitude 82 00' 54.58" W	704 Winfield Road St. Albans, WV 25177	Stephen Meeks	304-759-0713 stephen.l.meeks@wv.gov



District 2

Sodium Chloride

6612C034

## STORAGE SITE ADDRESSES AND CONTACT INFORMATION

Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone #	Contact Email Address
Cabell	Barboursville	6200 Route 60 East Barboursville, WV 25504	P.O. Box 880 Huntington, WV 25712	Candis Adkins Brian Conrad	304-736-3111 304-528-5674	candis.d.adkins@wv.gov brian.conrad@wv.gov
Cabell	I-64 @ Huntington	3100 16th Street Road Huntington, WV 25704	P.O. Box 880 Huntington, WV 25712	Charlene Pullen	304-528-5669	charlene.pullen@wv.gov
Lincoln	West Hamlin	7338 State Route 10 West Hamlin, WV 25571	P.O. Box 880 Huntington, WV 25712	Rodney Snodgrass Dennis Lawson	304-528-5685 304-824-3434	rodney.a.snodgrass@wv.gov dennis.e.lawson@wv.gov
Lincoln	Yawkey	WV State Route 3 Yawkey, WV 25573	P.O. Box 880 Huntington, WV 25712	Rodney Snodgrass Dennis Lawson	304-528-5685 304-824-3434	rodney.a.snodgrass@wv.gov dennis.e.lawson@wv.gov
Lincoln	Harts	McClellan Highway WV Harts, WV 25524	P.O. Box 880 Huntington, WV 25712	Rodney Snodgrass Dennis Lawson	304-528-5685 304-824-3434	rodney.a.snodgrass@wv.gov dennis.e.lawson@wv.gov
Logan	Corridor G @ Chapmanville	8100 Old Logan Road Chapmanville, WV 25508	P.O. Box 880 Huntington, WV 25712	Kathy Wolfe Debbie Minton	304-528-5684 304-792-7031	kathy.j.wolfe@wv.gov debbie.j.minton@wv.gov
Logan	Wilkinson	127 Springfield Road Wilkinson, WV 25653	P.O. Box 880 Huntington, WV 25712	Debbie Minton Kathy Wolfe	304-792-7035 304-528-5684	kathy.j.wolfe@wv.gov debbie.j.minton@wv.gov
Logan	Man	4801 Buffalo Creek Road Amherstdale, WV 25607	P.O. Box 880 Huntington, WV 25712	Debbie Minton Kathy Wolfe	304-792-7035 304-583-2188	kathy.j.wolfe@wv.gov debbie.j.minton@wv.gov
Mingo	Corridor G @ Miller's Creek	1 Highway Garage Road Williamson, WV 25661	P.O. Box 880 Huntington, WV 25712	Justin Pinson Brenda Barger	304-528-5682 304-235-6060	justin.pinson@wv.gov brenda.k.barger@wv.gov
Mingo	Mingo County @ Miller's Creek	1 Highway Garage Road Williamson, WV 25661	P.O. Box 880 Huntington, WV 25712	Justin Pinson Brenda Barger	304-235-6003 304-528-5682	justin.pinson@wv.gov brenda.k.barger@wv.gov
Mingo	Gilbert	US 52 Gilbert, WV 25621	P.O. Box 880 Huntington, WV 25712	Justin Pinson Brenda Barger	304-235-6003 304-528-5682	justin.pinson@wv.gov brenda.k.barger@wv.gov
Wayne	Pritchard	1249 Prichard Road Prichard, WV 25555	P.O. Box 880 Huntington, WV 25712	Ellen Spry Geoff Adkins	304-528-5681 304-486-5010	geoffrey.g.adkins@wv.gov
Wayne	Wayne	326 Third Street Wayne, WV 25571	P.O. Box 880 Huntington, WV 25712	Ellen Spry Geoff Adkins	304-528-5681 304-528-5681	geoffrey.g.adkins@wv.gov
Wayne	Crum	20351 Tolsia Highway Crum, WV 25669	P.O. Box 880 Huntington, WV 25712	Ellen Spry Geoff Adkins	304-528-5681 304-393-2181	geoffrey.g.adkins@wv.gov

District 3

Sodium Chloride

6612C034

## STORAGE SITE ADDRESSES AND CONTACT INFORMATION

Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone Number Contact Email Address
Calhoun	Millstone	7619 S. Calhoun Highway Millstone, WV 25261	Same as Ship To	Chris Carter	304-420-4710 chris.l.carter@wv.gov
Jackson	Ripley	946 Claylick Road Ripley, WV 25271	Same as Ship To	Kathy White	304-372-7857 kathy.j.white@wv.gov
Jackson	I-77 @ Medina	2600 Medina Road Ravenswood, WV 26164	624 Depot Street Parkersburg, WV 26101	Brian Herdman	304-420-4610 brian.r.herdman@wv.gov
Pleasants	Belmont	WV Route 2 Belmont, WV 26134	401 2nd Street Belmont, WV 26134	Amanda Nichols	304-420-4705 amanda.l.nichols@wv.gov
Ritchie	APD Pennsboro	41 Ritchie Industrial Park Road Pennsboro, WV 26415	624 Depot Street Parkersburg, WV 26101	John Barberio	304-659-3027 john.m.barberio@wv.gov
Ritchie	Ellenboro	731 Ellenboro Road Harrisville, WV 26362	Route 1, Box 92 Harrisville, WV 26362	Sandy Armentrout	304-420-4706 sandy.j.amentrout@wv.gov
Ritchie	Corridor D @ Nutter Farm	Nutter Farm @ US 50 Cairo, WV 26337	624 Depot Street Parkersburg, WV 26101	Dave Powell	304-420-4703 david.p.powell@wv.gov
Ritchie	Smithville	#18 Main Street Smithville, WV 26178	Route 1, Box 92 Harrisville, WV 26362	Sandy Armentrout	304-420-4706 sandy.j.amentrout@wv.gov
Roane	Lefthand @ WV 36	9734 Clay Road Left Hand, WV 25251	269 Charleston Road Spencer, WV 25276	Terri Walker	304-927-0962 terri.a.walker@wv.gov
Roane	Amber Hill @ US 119	US 119 @ Ambler Ridge Walton, WV 25286	269 Charleston Road Spencer, WV 25276	Terri Walker	304-927-0962 terri.a.walker@wv.gov
Roane	Spencer	269 Charleston Road Spencer, WV 25276	Same as Ship To	Terri Walker	304-927-0962 terri.a.walker@wv.gov
Wirt	Elizabeth	610 Schoolview Street Elizabeth, WV 26143	Same as Ship To	Chasity Stephens	304-420-4707 chacity.r.stephens@wv.gov
Wood	Parkersburg @ Rt. 95S	905 Lubeck Avenue Parkersburg, WV 26101	Same as Ship To	Cindy Butcher	304-420-4700 cindy.l.butcher@wv.gov
Wood	I-77 @ Parkersburg	1758 Mill Run Road Parkersburg, WV 26101	624 Depot Street Parkersburg, WV 26101	Dave Powell	304-420-4703 david.p.powell@wv.gov
Wood	Corridor D @ Riverhill	253 @ River Hill Road Washington, WV 26181	624 Depot Street Parkersburg, WV 26101	Dave Powell	304-420-4703 david.p.powell@wv.gov

District 4

Sodium Chloride

6612C034

## STORAGE SITE ADDRESSES AND CONTACT INFORMATION

Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone #	Contact Email Address
Doddridge	Smithburg	Old Rt 50	PO Box 4220	Anthony Lopez	304-627-2412	anthony.l.lopez@wv.gov
		Smithburg, WV 26456	Clarksburg, WV 26302	Ruth Sheets	304-627-2412	ruth.m.sheets@wv.gov
Harrison	Gore	Rt 20,	PO Box 4220	Pueblo Bianco	304-627-2140	pueblo.bianco@wv.gov
		Gore, WV 26301	Clarksburg, WV 26302	Teresa Kirkpatrick	304-627-2140	teresa.j.kirkpatrick@wv.gov
Harrison	Saltwell	Exit 125 of I-79, North of	PO Box 4220	Pueblo Bianco	304-627-2140	pueblo.bianco@wv.gov
		Clarksburg, WV 26301	Clarksburg, WV 26302	Teresa Kirkpatrick	304-627-2140	teresa.j.kirkpatrick@wv.gov
Harrison	I-79 @ Lost Creek	Exit 110 of I-79	PO Box 4220	Bob Suan	304-627-2411	bob.g.suan@wv.gov
		Lost Creek, WV 26385	Clarksburg, WV 26302	Rick Nicholson	304-627-2411	ricky.g.nicholson@wv.gov
Harrison	APD 50 @ Tunnel Hill	Jct US 50 & Co Rt 50/7	PO Box 4220	Roger Grimes	304-627-2410	roger.g.grimes@wv.gov
		Tunnel Hill, WV 26426	Clarksburg, WV 26302	Robbie Wilmoth	304-627-2410	robert.a.wilmoth@wv.gov
Marion	Fairmont	916 Country Club Road	PO Box 4220	Mike Roncone	304-367-2730	michael.j.roncone@wv.gov
Marion	Mannington	US Rt 250	PO Box 4220	Jeff Pethtel	304-986-2600	jeff.l.pethtel@wv.gov
		Mannington, WV 26582	Clarksburg, WV 26302			
Monongalia	I-79 @ Goshen Road	Exit 146 of I-79	PO Box 4220	Norm Cunningham	304-285-3145	norm.r.cunningham@wv.gov
Monongalia	Ridgedale	1510 Grafton Road	PO Box 4220	Larry Weaver	304-285-3207	larry.b.weaver@wv.gov
		Morgantown, WV 26508	Clarksburg, WV 26302			
Monongalia	Pentress	WV Rt 7	PO Box 4220	Ron Cumpston	304-879-5275	larry.b.weaver@wv.gov
Preston	Bruceton Mills	WV Rt 26 South of	PO Box 4220	Robert Denkenberger	304-379-2162	joe.p.cline@wv.gov
		Bruceton Mills, WV 26525	Clarksburg, WV 26302			
Preston	Albright	216 St. Joe Road	PO Box 4220	Joe Cline	304-329-0192	joe.p.cline@wv.gov
Preston	Terra Alta	Albright, WV 26519	Clarksburg, WV 26302			
		WV Rt 7 East of	PO Box 4220	Tom Loughry	304-789-2521	joe.p.cline@wv.gov
Preston	Fellowsville	Terra Alta, WV 26764	Clarksburg, WV 26302			
		UD 50 East of	PO Box 4220	Sam Cline	304-892-3955	joe.p.cline@wv.gov
Preston	Aurora	Fellowsville, WV 26444	Clarksburg, WV 26302			
		US Rt 50 West of	PO Box 4220	Harlin Wolfe	304-735-3311	joe.p.cline@wv.gov
Preston	I-68 @ Cooper's Rock	Aurora, WV 26705	Clarksburg, WV 26302			
		Exit 15 of I-68	PO Box 4220	Ron Burge	304-285-3206	ronald.l.burge@wv.gov
Taylor	Fetterman/Prunytown	Coopers Rock, WV 26525	Clarksburg, WV 26302			
		US 250 East of	PO Box 4220	John Corio	304-265-6110	john.r.corio@wv.gov
		Prunytown, WV 26354	Clarksburg, WV 26302			

District 5

Sodium Chloride

6612C034

## STORAGE SITE ADDRESSES AND CONTACT INFORMATION

Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone Number Contact Email Address
Berkeley	I-81 @ Martinsburg	1867 Rock Cliff Drive Martinsburg, WV 25401	1867 Rock Cliff Drive Martinsburg, WV 25401	Bill Smallwood	(304) 267-0060 bill.r.smallwood@wv.gov
Berkeley	I-81 @ Exit 8	Behind Park n Ride Exit 8 South Bound 25401	1867 Rock Cliff Drive Martinsburg, WV 25401	Bill Smallwood	(304) 267-0060 bill.r.smallwood@wv.gov
Grant	Petersburg	H.C. 59, Box 245 (Route 28) Petersburg, WV 26847	H.C. 59, Box 245 Petersburg, WV 26847	Glenna Lott	(304) 257-4455 glenna.d.lott@wv.gov
Grant	Mt. Storm	Corner of WV 42 & Rt. 50 Mt. Storm, WV 26739	H.C. 59, Box 245 Petersburg, WV 26847	Glenna Lott	(304) 257-4455 glenna.d.lott@wv.gov
Grant	Corridor H @ Knobley Road	U.S. Rt. 48 (off of Corridor H) Maysville, WV 26833	2104 SR55 Moorefield, WV 26836	Donna Eye	(304) 434-2525 donna.k.eye@wv.gov
Hampshire	Romney	H.C.64, Box 232 (Jersey Mtn. Road) Romney, WV 26757	H.C. 64, Box 232 Romney, WV 26847	Julie Greene	(304) 822-4167 julie.g.greene@wv.gov
Hampshire	Capon Bridge	Rt. 50 Capon Bridge, WV 26711	H.C. 64, Box 232 Romney, WV 26847	Julie Greene	(304) 822-4167 julie.g.greene@wv.gov
Hampshire	Slanesville	R.t 29 Slanesville, WV 25444	H.C. 64, Box 232 Romney, WV 26847	Julie Greene	(304) 822-4167 julie.g.greene@wv.gov
Hardy	Moorefield	2104 SR55 (Route 55) Moorefield, WV 26836	2104 SR55 Moorefield, WV 26836	Donna Eye	(304) 434-2525 donna.k.eye@wv.gov
Hardy	Baker	Co. Rt. 29 Baker, WV 26801	2104 SR55 Moorefield, WV 26836	Donna Eye	(304) 434-2525 donna.k.eye@wv.gov
Jefferson	Charles Town	1301 Leetown Pike Kearneysville, WV 25430	1301 Leetown Pike Kearneysville, WV 25430	Gary Gray	(304) 725-5821 gary.v.gray@wv.gov
Jefferson	Charles Town - New Shed	1301 Leetown Pike (on same lot as above) Kearneysville, WV 25430	1301 Leetown Pike Kearneysville, WV 25430	Gary Gray	(304) 725-5821 gary.v.gray@wv.gov
Mineral	New Creek	H.C. 72, Box 72AA (US Route 50) New Creek, WV 26743	H.C. 72, Box 72AA New Creek, WV 26743	Jessica Agnew	(304) 788-1221 jessica.d.agnew@wv.gov
Mineral	Sky Line	Rt. 42 Elk Garden, WV 26717	H.C. 72, Box 72AA New Creek, WV 26743	Jessica Agnew	(304) 788-1221 jessica.d.agnew@wv.gov
Mineral	Short Gap	Rt. 28 Ridgeley, WV 26753	H.C. 72, Box 72AA New Creek, WV 26743	Jessica Agnew	(304) 788-1221 jessica.d.agnew@wv.gov
Mineral	District Headquarters	U.S. Route 50 Burlington, WV 26710	P.O. Box 99 Burlington, WV 26710	Jim Wolford	(304) 289-2261 jim.d.wolford@wv.gov
Morgan	Berkeley Springs	166 DOH Lane (off of US 522) Berkeley Springs, WV 25411	166 DOH Lane Berkeley Springs, WV 25411	Trish Starliper	(304) 258-2578 patricia.a.starliper@wv.gov
Morgan	Largent	Rt. 9 Great Cacapon, WV 25422	166 DOH Lane Berkeley Springs, WV 25411	Trish Starliper	(304) 258-2578 patricia.a.starliper@wv.gov

District 6

Sodium Chloride

6612C034

## STORAGE SITE ADDRESSES AND CONTACT INFORMATION

Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone Number Contact Email Address
Brooke	Wellsburg	WV Route 2, Box 615 Wellsburg, WV 26070	WV Route 2, Box 615 Wellsburg, WV	Beth Green	304-238-1199 beth.a.green@wv.gov
Brooke	Weirton	1225 Rice Road Weirton, WV 26062	WV Route 2, Box 615 Wellsburg, WV 26070	Beth Green	304-238-1199 beth.a.green@wv.gov
Hancock	New Manchester	1936 Veterans Blvd New Cumberland, WV 26047	1936 Veterans Blvd New Cumberland, WV	Melissa Parmenter	304-238-1200 melissa.r.parmenter@wv.gov
Marshall	Glen Dale	100 Wheeling Avenue Glen Dale, WV 26038	100 Wheeling Avenue Glen Dale, WV	Theron Jacobs	304-843-4055 theron.n.jacobs@wv.gov
Marshall	Cameron	33 Courtright Lane Cameron, WV 26033	100 Wheeling Avenue Glen Dale, WV 26038	Theron Jacobs	304-843-4055 theron.n.jacobs@wv.gov
Ohio	Triadelphia	3870 National Road Triadelphia, WV 26059	3870 National Road Triadelphia, WV	Sue Toland	304-238-1202 sue.d.toland@wv.gov
Ohio	I-70 @ Triadelphia	566 Woodland Acres Road Wheeling, WV 26003	3870 National Road Triadelphia, WV	Dave Millhouse	304-238-1065 david.a.millhouse@wv.gov
Tyler	Sistersville	730 Tyler Highway Sistersville, WV 26175	730 Tyler Highway Sistersville, WV	Thelma Deaton	304-843-4057 thelma.f.deaton@wv.gov
Tyler	Centerville	4901 Middle Island Road Alma, WV 26320	730 Tyler Highway Sistersville, WV	Thelma Deaton	304-843-4057 thelma.f.deaton@wv.gov
Wetzel	New Martinsville	N. State Route 2, Box 641 New Martinsville, WV 26155	N. State Route 2, Box 641 New Martinsville, WV	Donna Palmer	304-843-4058 donna.l.palmer@wv.gov
Wetzel	Pine Grove	WV 20, MP 17.14 Pine Grove, WV 26419	N. State Route 2, Box 641 New Martinsville, WV	Dave Sivert	304-889-3251 david.k.sivert@wv.gov
Wetzel	Hundred	US 250, MP3.00 Hundred, WV 26575	N. State Route 2, Box 641 New Martinsville, WV	Mark Poe	304-775-5240 mark.d.poe@wv.gov

District 7

Sodium Chloride

6612C034

## STORAGE SITE ADDRESSES AND CONTACT INFORMATION

Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone Number Contact Email Address
Barbour	Phillipi	1251 Buckhannon Road Phillipi, WV 26416	PO Box 1228 Weston, WV 26452	Jacqueline Haddix	304-457-1597 jacqueline.m.haddix@wv.gov
Barbour	Belington	248 Dunham Cut Road Belington, WV 26250	PO Box 1228 Weston, WV 26452	Jacqueline Haddix	304-457-1597 jacqueline.m.haddix@wv.gov
Braxton	Gassaway	1001 State Street Gassaway, WV 26624	PO Box 1228 Weston, WV 26452	Dale McCoy	304-364-5238 dale.r.mccoy@wv.gov
Braxton	Heaters	Route 19 North of Heaters Heaters, WV 26627	PO Box 1228 Weston, WV 26452	Dale McCoy	304-364-5238 dale.r.mccoy@wv.gov
Braxton	I-79 @ Coon Knob	51 Appalachian Highway Sutton, WV 26601	PO Box 1228 Weston, WV 26452	Charles Armstead	304-364-8440 charles.g.armstead@wv.gov
Braxton	I-79 @ Burnsville	Route 1, Box 435 Burnsville, WV 26335	PO Box 1228 Weston, WV 26452	Roger Balsler	304-863-2454 roger.l.balsler@wv.gov
Gilmer	Glenville	3531 US 33, East Glenville, WV 26351	PO Box 1228 Weston, WV 26452	Cathy Shackelford	304-462-7325 cathy.a.shackelford@wv.gov
Lewis	Weston (Ben Dale)	937 US 19, South Weston, WV 26452	PO Box 1228 Weston, WV 26452	Gaylene Hacker	304-269-0470 e.gaylene.hacker@wv.gov
Lewis	Corridor H @ Mudlick	309 Mud Lick Road Weston, WV 26452	PO Box 1228 Weston, WV 26452	Harley Smith	304-473-4304 harley.d.smith@wv.gov
Upshur	Clow Lot @ Buckhannon	Route 10, Box 391C Buckhannon, WV 26201	PO Box 1228 Weston, WV 26452	Aleece Williams	304-473-4225 c.aleece.williams@wv.gov
Upshur	Tennerton	Route 20 South Buckhannon, WV 26201	PO Box 1228 Weston, WV 26452	Aleece Williams	304-473-4225 c.aleece.williams@wv.gov
Upshur	Kanawha Head	Route 20 Kanawha Head, WV 26228	PO Box 1228 Weston, WV 26452	Aleece Williams	304-473-4225 c.aleece.williams@wv.gov
Webster	Cherry Falls	808 Point Mountain Road Webster Springs, WV 26288	PO Box 1228 Weston, WV 26452	Theresa Gibson	304-847-2114 theresa.j.gibson@wv.gov
Webster	Cowen	6402 Webster Road Cowen, WV 26206	PO Box 1228 Weston, WV 26452	Theresa Gibson	304-847-2114 theresa.j.gibson@wv.gov
Webster	Hacker Valley	56 Pickens Grade Road Hacker Valley WV 26222	PO Box 1228 Weston, WV 26452	Theresa Gibson	304-847-2114 theresa.j.gibson@wv.gov

District 8 Sodium Chloride 6612C034 STORAGE SITE ADDRESSES AND CONTACT INFORMATION  
 Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone Number Contact Email Address
Pendleton	Franklin, 220 North	3153 Petersburg Pike Franklin, WV 26807	PO Box 1516 Elkins, WV 26241	Darell Warner	(304) 358-2215 darell.h.warner@wv.gov
Pendleton	Judy Gap	12795 Mountaineer Drive US 33, Riverton, WV 26814	PO Box 1516 Elkins, WV	Darell Warner	(304) 358-2215 darell.h.warner@wv.gov
Pendleton	Brandywine	12211 Blue Gray Trail CR 21, Brandywine, WV 26802	PO Box 1516 Elkins, WV	Darell Warner	(304) 358-2215 darell.h.warner@wv.gov
Pendleton	Onego	3354 Allegheny Drive US 33, Seneca Rocks, WV 26884	PO Box 1516 Elkins, WV	Darell Warner	(304) 358-2215 darell.h.warner@wv.gov
Pendleton	Franklin, 220 South	6591 Upper South Branch Road Franklin, WV 26807	PO Box 1516 Elkins, WV 26241	Darell Warner	(304) 358-2215 darell.h.warner@wv.gov
Pocahontas	Marlinton	US 219 Marlinton, WV 24954	PO Box 1516 Elkins, WV 26241	Sam McPaters	(304) 799-4867 samuel.c.mcpaters@wv.gov
Pocahontas	Seebert	CR 27 Seebert, WV 24946	PO Box 1516 Elkins, WV 26241	Sam McPaters	(304) 799-4867 samuel.c.mcpaters@wv.gov
Pocahontas	Greenbank	WV 28 Green Bank, WV 24944	PO Box 1516 Elkins, WV 26241	Sam McPaters	(304) 799-4867 samuel.c.mcpaters@wv.gov
Pocahontas	Bartow (Thornwood)	WV 28 Bartow, WV 24920	PO Box 1516 Elkins, WV 26241	Sam McPaters	(304) 799-4867 samuel.c.mcpaters@wv.gov
Pocahontas	Snowshoe	CR 9/3 Snowshoe, WV 26209	PO Box 1516 Elkins, WV 26241	Sam McPaters	(304) 799-4867 samuel.c.mcpaters@wv.gov
Pocahontas	Slaty Fork	US 219 Slaty Fork, WV 26291	PO Box 1516 Elkins, WV 26241	Sam McPaters	(304) 799-4867 samuel.c.mcpaters@wv.gov
Randolph	Elkins	108 Beverly Pike Elkins, WV 26241	PO Box 1516 Elkins, WV 26241	Raymond Yeager	(304) 637-0266 raymond.w.yeager@wv.gov
Randolph	Harman	US 33 Harman, WV 26241	PO Box 1516 Elkins, WV 26241	Raymond Yeager	(304) 637-0266 raymond.w.yeager@wv.gov
Randolph	Coalton	CR 53 Coalton, WV 26257	PO Box 1516 Elkins, WV 26241	Raymond Yeager	(304) 637-0266 raymond.w.yeager@wv.gov
Randolph	Valley Head	WV 15 Valley Head, WV 26294	PO Box 1516 Elkins, WV 26241	Raymond Yeager	(304) 637-0266 raymond.w.yeager@wv.gov
Randolph	Mill Creek	US 219 Mill Creek, WV 26280	PO Box 1516 Elkins, WV 26241	Raymond Yeager	(304) 637-0266 raymond.w.yeager@wv.gov
Randolph	Pickens	CR 45 Pickens, WV 26230	PO Box 1516 Elkins, WV 26241	Raymond Yeager	(304) 637-0266 raymond.w.yeager@wv.gov
Randolph	Corridor H Lot @ Elkins	US 219 North Elkins, WV 26241	PO Box 1516 Elkins, WV 26241	Barry Gardner	(304) 637-0220 lewis.b.gardner@wv.gov
Tucker	Parsons	9209 Seneca Trail Parsons, WV 26287	PO Box 1516 Elkins, WV 26241	Bob Cooper	(304) 478-2304 robert.b.cooper@wv.gov
Tucker	Thomas	WV 32 Thomas, WV 26292	PO Box 1516 Elkins, WV 26241	Bob Cooper	(304) 478-2304 robert.b.cooper@wv.gov

District 9

Sodium Chloride

6612C034

## STORAGE SITE ADDRESSES AND CONTACT INFORMATION

Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone Number Contact Email Address
Fayette	Oak Hill	1885 East Main Street, WV 16 Oak Hill, WV 25901	146 Stonehouse Rd Lewisburg, 24901	Danny Hypes	304-256-6940 danny.h.hypes@wv.gov
Fayette	Lookout	Junction, Co. Rt 11 US 60 on Co 11 Lookout, WV 25868	146 Stonehouse Rd Lewisburg, 24901	Larry Bragg	304-574-0373 danny.h.hypes@wv.gov
Fayette	Falls View	5727 Midland Trail Falls View, WV 25040	146 Stonehouse Rd Lewisburg, 24901	Steve Neil	304-779-2860 steven.b.neil@wv.gov
Greenbrier	Lewisburg	700 N Jefferson Street, US 219 Lewisburg, WV 24901	146 Stonehouse Rd Lewisburg, 24901	Nancy Matheney	304-647-7465 nancy.a.matheney@wv.gov
Greenbrier	Crawley	14971 Midland Trail / West, US 60 Crawley, WV 24931	146 Stonehouse Rd Lewisburg, 24901	Rick Viers	304-392-6712 richard.a.viers@wv.gov
Greenbrier	I-64 @ Hart's Run	297 John Bowling Jr Lane, Exit 175 off I-64 Caldwell, WV 24925	146 Stonehouse Rd Lewisburg, 24901	Steve Hawkins	304-536-1472 steven.j.hawkins@wv.gov
Monroe	Union	875 Sweet Spgs Valley Road, WV 3 Union, WV 24983	146 Stonehouse Rd Lewisburg, 24901	Greg Sibold	304-772-3037 william.g.sibold@wv.gov
Monroe	Peterstown	511 Ballard Red Sulphur Parkway, WV 12 Peterstown, WV 24963	146 Stonehouse Rd Lewisburg, 24901	Elwin Dillon	304-753-9778 william.g.sibold@wv.gov
Nicholas	Summersville	777 Turnpike Road, WV 39 Summersville, WV 26651	146 Stonehouse Rd Lewisburg, 24901	John Jarrell Sr	304-872-0811 john.c.jarrell@wv.gov
Nicholas	Curtin	8238 Richwood Road, WV 20 Curtin, WV 26205	146 Stonehouse Rd Lewisburg, 24901	Scott Robinson	304-846-9501 dana.s.robinson@wv.gov
Nicholas	Corridor L @ Muddlety	50 State Garage Road, US 19 Summersville, WV 26651	146 Stonehouse Rd Lewisburg, 24901	Charles Reel	304-872-0823 charles.j.reel@wv.gov
Summers	Hinton	WV 12 5 mi SE 1.3 mi S, WV 3 Hinton, WV 25951	146 Stonehouse Rd Lewisburg, 24901	Bill Lilly	304-466-2802 billy.j.lilly@wv.gov



District 10

Sodium Chloride

6612C034

## STORAGE SITE ADDRESSES AND CONTACT INFORMATION

Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone Number Contact Email Address
McDowell	Havaco	100 Headquarters Lane Havaco, WV 24801	270 Hardwood Lane Princeton, WV 24740	Arlie Matney	304-436-6896 arlie.e.matney@wv.gov
McDowell	Yukon	383 Marshall Highway Yukon, WV 24892	270 Hardwood Lane Princeton, WV 24740	Leonard Cooper	304-875-3846 leonard.p.cooper@wv.gov
McDowell	Johnnycake Mountain	72 Coal Heritage Rd Johnny Cake, WV 24844	270 Hardwood Lane Princeton, WV 24740	Robert Ortiz	304-938-5308
McDowell	Raysel	N 37.3461 W 81.7791 Raysel, WV 24879	270 Hardwood Lane Princeton, WV 24740	Leonard Cooper	304-875-3846 leonard.p.cooper@wv.gov
Mercer	Princeton @ WV 20	454 New Hope Rd Princeton, WV 24740	270 Hardwood Lane Princeton, WV 24740	Mike McMillion	304-425-2782 mike.r.mcmillion@wv.gov
Mercer	Flat Top	21585 Beckley Road Flat Top, WV 25841	270 Hardwood Lane Princeton, WV 24740	Floyd Ricks	304-787-3311 floyd.e.ricks@wv.gov
Mercer	I-77 @ Princeton	320 Ambrose Lane Princeton, WV 24740	270 Hardwood Lane Princeton, WV 24740	Choskie Harmon	304-487-5280 choskie.a.harmon@wv.gov
Raleigh	Skelton	379 Market Road Beckley, WV 25801	270 Hardwood Lane Princeton, WV 24740	James Dalton	304-256-6830 james.h.dalton@wv.gov
Raleigh	Bolt	2314 Bolt Road Bolt, WV 25817	270 Hardwood Lane Princeton, WV 24740	Roger Fisher	304-934-5833 roger.l.fisher@wv.gov
Raleigh	I-64 @ Bragg	200 Samaritan Drive Shady Spring, WV 25918	270 Hardwood Lane Princeton, WV 24740	Joe Adkins	304-763-5312 r.joe.adkins@wv.gov
Wyoming	Pineville	1409 Bearhole Rd (WV 97) Pineville, WV 24874	270 Hardwood Lane Princeton, WV 24740	Dave Cox	304-732-7280 james.d.cox@wv.gov
Wyoming	Still Run	9390 River Road Still Run, WV 25882	270 Hardwood Lane Princeton, WV 24740	William Talbert	304-294-4123
Wyoming	Hanover	2959 US 52 Hanover, WV 24839	270 Hardwood Lane Princeton, WV 24740	Dave Green	304-664-8281

WV Turnpike

Sodium Chloride

6612C034

**STORAGE SITE ADDRESSES AND CONTACT INFORMATION**

Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Storage Site* Contact Phone #
Kanawha	Chelyan	Slaughters Creek Rd. at Rte 61 Chelyan, WV 25335	All Invoices sent to: Judia Purdue, Finance Department WV Parkways Authority P. O. Box 1469 Charleston, WV 25325	Kevin McLaughlin	304-640-8611
Kanawha	Standard	6951 Paint Creek Rd. Standard, WV 25136		Kevin McLaughlin	304-640-8611
Mercer	Princeton	297 Ambrose Lan Princeton, WV 24740		Kevin McLaughlin	304-640-8611
Raleigh	Beckley	201 Pikeview Dr. Beckley, WV 25801		Kevin McLaughlin	304-640-8611
Raleigh	Ghent	Odd Road at I-77 Ghent, WV 25843		Kevin McLaughlin	304-640-8611



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2012 JUL 26 PM 3:06

WV PURCHASING  
DIVISION

# Fax

To: ATTN: Bid Clerk

From: Michele Booher

Fax: (305) 558-3970

Pages: Cover + 5

Phone:

Date: July 26, 2012

CC Alan Cummings

CC:

Bid #: 6612C034 - Sodium Chloride Addendum 1

Bid Opening Date: August 1, 2012

Buyer: Alan Cummings

Please put this copy of Addendum 1 & its acknowledgement with our bid package that arrived Tuesday. Thank you.



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Solicitation**

NUMBER
6612C034

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ALAN CUMMINGS 304-558-2402

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

S.H.P.T.O.

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED
07/23/2012

BID OPENING DATE: 08/01/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	TN		775-45		
ADDENDUM NO. 1 ISSUED TO ADDRESS VENDOR QUESTIONS PER THE ATTACHED DOCUMENTATION. SODIUM CHLORIDE ***** THIS IS THE END OF RFQ 6612C034 ***** TOTAL:						

SIGNATURE <i>Janice A. McCann</i>	TELEPHONE (888) 762-7258	DATE July 26, 2012
TITLE Marketing Manager	FEIN 16-1516458	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

RECEIVED

2012 JUL 26 PM 3:06

WV PURCHASING  
DIVISION

**SOLICITATION NUMBER: 6612C034**  
**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as 6612C034 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

Issued to distribute questions and answers as posed by vendors. Also, to change bid opening date and time from:

07/25/2012 – at 1:30 P.M.

To:

08/01/2012 – at 1:30 P.M.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:6612C034**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

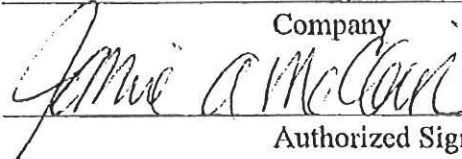
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

American Rock Salt Co., LLC

Company



Authorized Signature

Jamie A. McClain - Marketing Manager

July 26, 2012

Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012



6612C034 Addendum #1:

To answer questions posed by vendors.

Question #1 On page 28 referring to District #1 for Kanawha County@I-79 Amma, we show that it is in Roane not Amma for the city can you please clarify which one is correct and what county is correct for this point?

Response #1 District 1, Kanawha County, Amma Headquarters @ I-79, services Kanawha, Clay and Roane county portions of I-79. Amma is physically located in Roane County; however, the Division of Highways organization of this headquarters is considered Kanawha County.

Question #2 Also on page 28 for District #1 Putnam US 35, our system says that it is Kanawha County not Putnam County can you please clarify which one is correct?

Response #2 District 1, Putnam County, US 35 is located in Putnam County on US 35, Mile Marker 11.74, North of I-64, Frasier's Bottom, WV.

Question #3 The statements on the Bid Schedule seem conflicting regarding minimum and maximum quantities. Are the quantities estimates only with no guarantee? Or is a vendor guaranteed a minimum purchase amount of 80% of its award? Can you please clarify?

Response #3 Section 3. Acceptance and Guarantee states that the Division of Highways guarantees acceptance of 80% of the total estimated quantity awarded to a vendor....and that the Vendor shall guarantee delivery for 120% of the total estimated quantity awarded to that vendor.... The Bid Schedules state that the quantities listed are approximations and that the contract shall cover the quantities actually ordered, whether more or less than the quantities shown while meeting the 80% minimum or the 120% maximum as needed by the Division of Highways. Example: The total estimated quantity on this contract is 123,200 tons. If a vendor is awarded 43,000 tons, the Division of Highways guarantees acceptance of 34,400 tons. The awarded vendor shall guarantee delivery of 51,600 tons, if needed by the Division of Highways.

Question #4 Can you please confirm does the Turnpike pricing have to be the same as the county in which that point is located?

Response #4 No.

Question #5 If a vendor is low on WV Dot county points, do they also win the WV Turnpike point within that county?

Response #5 An award for a county is based on the District where that county is located on the Bid Schedule. Although the WV Turnpike services counties that are situated in a District, the Division of Highways and the WV Turnpike do not service out of the same facilities. Example: If a vendor is low bid for District 1, Kanawha County, that does not guarantee that the vendor will be low bid for the WV Turnpike, Kanawha County.

**AMERICAN ROCKSALT COMPANY LLC**

Authorization to Execute Bids

One of the following representatives (the "Authorized Representative") of American Rock Salt Company LLC, a New York limited liability company (the "Company"):

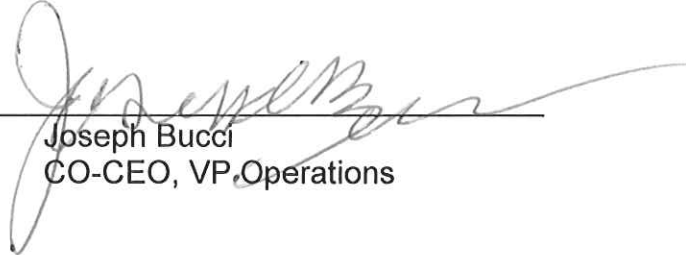
Ann M. Blake	Chief Administrative Officer
Jamie A. McClain	Marketing Manager
Justin E. Curley	Bid Analyst

Is hereby authorized to execute and deliver, in the name and on behalf of the company, any contract or bid, including any amendment thereto, with respect to the sale of salt by the Company, in all such form and containing such terms and conditions as any Authorized Representative shall approve, such approval to be conclusively evidenced by the execution thereof by an Authorized Representative.

IN WITNESS WHEREOF, the company has caused this Authorization to be executed by its duly authorized manager, on April 10, 2012.


AMERICAN ROCK SALT COMPANY LLC

By: \_\_\_\_\_

  
Joseph Buccì  
CO-CEO, VP Operations

State of New York )  
County of Livingston) ss.:

On this 10<sup>th</sup> day of April, 2012, before me personally came JOSEPH BUCCI, to me known, who being by me duly sworn, did depose and say that he is CO-CEO, VP Operations of American Rock Salt Company LLC, the limited liability company described in and which executed this Authorization.

  
\_\_\_\_\_  
Notary Public

CHRISTINE DECKER  
NOTARY PUBLIC State of New York  
Registration # 01DE5056194  
Qualified in Livingston County  
Commission Expires 3/4 20/14

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_  
 Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentally established by a county or municipality; any separate corporation or instrumentally established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: American Rock Salt Co., LLC

Authorized Signature: *Jamie A McClain* Date: July 23, 2012

State of New York  
Jamie A. McClain

County of Livingston, to-wit:

Taken, subscribed, and sworn to before me this 23rd day of July, 2013.

My Commission expires April 25, 2013.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** *Michele E. Booher*

Michele E. Booher  
Notary Public, State of New York  
No. 01B06126032  
Qualified in Livingston County  
Commission Expires April 25, 2013